

EXHIBIT A

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11 MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY

12 \* \* \* \* \*

13 BECKY CLEMENTS, ) Cause No. DV-16-593c  
14 Plaintiff, ) COMPLAINT AND JURY  
15 vs. ) DEMAND  
16 COMPREHENSIVE SECURITY SERVICES, )  
17 INC., a Montana registered )  
18 foreign corporation, FIRSTLINE )  
19 TRANSPORTATION SECURITY, INC., )  
20 a Montana registered foreign )  
21 corporation, ABC Corporations, )  
22 ABC LLCs, and JOHN DOES 1-10, )  
23 Defendants. )

COPY

24 COMES NOW, Plaintiff Becky Clements, by and through counsel,  
25 and states, for her complaint against Defendants, as follows:

26 PARTIES

- 27 1. Plaintiff Becky Clements (Clements) is a Montana resident  
28 residing in Gallatin County, Montana.
- 29 2. Defendant Comprehensive Security Services, Inc. (CSSI), is a  
30 Montana registered foreign corporation, whose registered  
31 agent address is 26 W. Sixth Ave., P.O. Box 1691, Helena,  
32 Montana 59624-1691.
- 33 3. Defendant Firstline Transportation Security, Inc.  
34 (Firstline), is a Montana registered foreign corporation,  
35 whose registered agent address is 3011 American Way,

1 Missoula, Montana 59808.

2                   **JURISDICTION AND VENUE**

- 3 4. The Court has original jurisdiction over this action  
4 pursuant to § 3-5-302(b)-(c), M.C.A.  
5 5. The Court has personal jurisdiction over the parties because  
6 Plaintiff is a resident of Gallatin County, Montana; CSSI  
7 and Firstline transact business within Montana, enter into  
8 contracts for services and/or materials within Montana, and  
9 committed acts resulting in accrual of claims within  
10 Montana.  
11 6. Venue is proper in this Court because Plaintiff resides in  
12 Gallatin County, Defendants transact business, contract for  
13 services and/or materials within Gallatin County, and  
14 committed acts that accrued in Gallatin County, Montana.

15                   **COMMON ALLEGATIONS**

- 16 7. CSSI and Firstline provide or provided, at relevant times,  
17 screening and security services for Montana airports,  
18 including Bert Mooney Airport in Butte, Glacier Park  
19 International Airport in Kalispell, Yellowstone Airport in  
20 West Yellowstone, and Bozeman Yellowstone International  
21 Airport in Bozeman, Montana.  
22 8. CSSI and Firstline contract to the Federal Transportation  
23 Security Administration, U.S. Department of Homeland  
24 Security (TSA).  
25 9. On or before September 1, 2014, CSSI/Firstline employed  
26 Plaintiff as a transportation security officer (TSO).  
27 10. Prior to CSSI/Firstline employing Plaintiff, she was  
28 employed by TSA.

- 1 11. Plaintiff performed as a TSO at Yellowstone Airport and
- 2 Bozeman Yellowstone International Airport.
- 3 12. CSSI/Firstline promoted Plaintiff to Supervisory
- 4 Transportation Security Officer (STSO).
- 5 13. On or about July 27, 2015, Plaintiff reported to
- 6 CSSI/Firstline violations of company policies, including,
- 7 without limitation, sexual relations between a manager and a
- 8 TSO.
- 9 14. Plaintiff further complained to CSSI/Firstline of
- 10 mismanagement, including, without limitation, failing to
- 11 have a manager on duty during shifts, under staffing, lack
- 12 of communication, and insufficient supplies.
- 13 15. Plaintiff , failing to have a supervisor on duty,
- 14 16. On or about August 4, 2015, CSSI/Firstline terminated, in
- 15 writing, Plaintiff's employment allegedly for violating
- 16 "Social Networking Policy" of company policy and for
- 17 "willful actions that are detrimental to the interests of
- 18 the Company."
- 19 17. In CSSI/Firstline's written termination, it cited its Social
- 20 Networking Policy, policy no. 518, in relevant part,
- 21 "Posting Information for Personal Reasons: 2. Respect your
- 22 audiences, your co-workers and our customers-Personal
- 23 insults or any similar language directed toward or about
- 24 anyone affiliated with this company is prohibited" and "3.
- 25 Speak the Truth-Defamatory or otherwise false statements
- 26 that place anyone affiliated with the company in a false
- 27 light are prohibited."

28 //

1 18. In particular, CSSI/Firstline stated, in its written  
2 termination, as follows:

3 "[i]t was discovered in that Becky Clements has posted  
4 on Facebook and Pinterest a great deal of material that  
5 is negative to employment in general, and to her job  
and her employer in particular. Though the postings  
6 are generally cartoons re-posted on her Facebook page,  
they refer to 'my job,' 'my boss,' and 'my co-workers.'  
CSSI/Firstline Employees have a responsibility to  
7 ensure that the safety and security of public  
confidence in the ability of the company to carry out  
its mission. Such comments contribute to a culture of  
8 negativity among other employees. This is even more  
rehprehensible because Becky Clements is a Supervisor,  
9 and should be presenting the company in a positive  
light and setting an example for other employees. In  
10 addition, the postings included profanity."

11 19. Plaintiff's alleged postings do not identify CSSI/Firstline  
12 nor any of its employees.

13 20. On or about August 11, 2015, Plaintiff requested a review of  
14 her termination pursuant to CSSI/Firstline's company  
15 policies.

16 21. On or about August 18, 2015, CSSI/Firstline affirmed its  
17 decision to terminate Plaintiff's employment citing, in  
18 addition to its Social Networking policy, above, that it has  
19 an "at will policy" and the right to terminate without  
20 cause.

21 22. CSSI/Firstline has a company policy of progressive  
discipline. It not follow this policy but instead  
22 immediately terminated Plaintiff without progressive  
23 discipline.

25 23. Plaintiff's performance as a TSO and STSO for CSSI/Firstline  
26 was above average to excellent.

27 24. On or about October 1, 2015, CSSI/Firstline's TSA contract  
28 to provide transportation security services at Montana

1 airports was terminated.

2 25. On or about October 2, 2015, TSA awarded Trinity Technology  
3 Group (Trinity) a contract to provide transportation  
4 security services for Montana airports, including at  
5 Yellowstone Airport and Bozeman Yellowstone International  
6 Airport. Trinity was required to employ CSSI/Firstline's  
7 employees as a condition of the contract.

8 26. Plaintiff applied for employment with Trinity as a TSO.  
9 Trinity declined to employ Plaintiff based on  
10 CSSI/Firstline's representations of Plaintiff.

11 COUNT I

12 Wrongful Discharge from Employment

13 27. Plaintiff realleges the foregoing paragraphs under this  
14 count verbatim.

15 28. Plaintiff was not a probationary employee.

16 29. Defendants discharged Plaintiff without good cause.

17 30. Defendants discharged Plaintiff reporting violations of  
18 company policy.

19 31. Defendants violated its company policies in the discharge of  
20 Plaintiff.

21 32. Plaintiff was injured by Defendants' wrongful termination of  
22 Plaintiff's employment.

23 33. Defendants' wrongful discharge is the actual and proximate  
24 cause of Plaintiff's injury.

25 34. Plaintiff is entitled to lost wages, including bonuses,  
26 fringe benefits, and interest in an amount to be determined  
27 at trial.

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1                           **COUNT II**

2                           **Blacklisting**

- 3   35. Plaintiff realleges the foregoing paragraphs under this  
4   count verbatim.
- 5   36. Defendants prevented or attempted to prevent employment of  
6   Plaintiff by Trinity by making false representations about  
7   Plaintiff.
- 8   37. Defendants attempted, or authorized or allowed its agents to  
9   blacklist Plaintiff, to prevent Plaintiff from obtaining  
10   employment with Trinity.
- 11   38. Plaintiff was injured by Defendants' blacklisting of  
12   Plaintiff.
- 13   39. Defendants' blacklisting of Plaintiff is the actual and  
14   proximate cause of Plaintiff's injury.
- 15   40. Plaintiff is entitled to damages, including, without  
16   limitation, punitive damages, and interest in an amount to  
17   be determined at trial.

18                           **DEMAND FOR JURY**

19   Plaintiff requests trial by jury.

20   WHEREFORE, Plaintiff prays for judgment against Defendant as  
21 follows:

- 22   1. That Plaintiff be awarded lost wages, fringe benefits, and  
23   interest against Defendants for wrongful discharge of  
24   Plaintiff in an amount to be determined at trial;
- 25   2. That Plaintiff be awarded punitive damages against  
26   Defendants for blacklisting Plaintiff; and
- 27   3. That, in addition, for such other equitable and legal  
28   relief.

1 DATED this 4 day of August, 2016.

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4 Thomas Karen,  
5 Attorney for Plaintiff  
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Judge John C. Brown  
Department 3

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6

7 MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY

8 \* \* \* \* \*

9 BECKY CLEMENTS, ) Cause No. DV-16-593C  
10 Plaintiff, ) SUMMONS  
11 vs. )  
12 COMPREHENSIVE SECURITY SERVICES, )  
INC., a Montana registered )  
13 foreign corporation, FIRSTLINE )  
TRANSPORTATION SECURITY, INC., )  
14 a Montana registered foreign )  
corporation, ABC Corporations, )  
15 ABC LLCs, and JOHN DOES 1-10, )  
16 Defendants. )  
17

18 THE STATE OF MONTANA SENDS GREETINGS TO:

19 Firstline Transportation Security, Inc.  
3011 American Way  
20 Missoula, MT 59808

21 YOU, DEFENDANT, ARE HEREBY SUMMONED to answer Plaintiff's  
22 Complaint and Jury Demand in the above-entitled cause, which is  
23 filed in the office of the above-named Court, a copy of which is  
24 herewith served upon you, and to file your answer and serve a  
25 copy thereof upon Plaintiff's attorney within twenty-one (21)  
26 days after the service of this Summons, exclusive of the day of  
27 service; and in case of your failure to appear or answer,  
28

1 judgment may be taken against you by default, for the relief  
2 demanded in the Petition.

3 GIVEN under my hand this 12 day of July, 2019, at the hour  
4 of 10:55 o'clock, A.m.

5  
6 JENNIFER BRANDON,  
7 Clerk of District Court  
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9 By: Jen Alm  
10 Deputy Clerk of Court  
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